

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTACTION LLC		03/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX GROWTH CAPITAL, LLC		
Street Address:	2001 Ross Avenue, Suite 1900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88184933	LIFE LESS HARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Christel Harlacher c/o McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	03/16/2023		
Total Attachments: 4			
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**REAFFIRMATION OF AND SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Reaffirmation of and Supplement to Intellectual Property Security Agreement (this “Supplement”), dated as of March 15, 2023, is intended to supplement that certain Intellectual Property Security Agreement dated as of January 31, 2018, made by SMARTACTION LLC, a Delaware limited liability company (“Grantor”), in favor of ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company, as Lender (as amended, restated, supplemented or otherwise modified, the “Intellectual Property Security Agreement”) and recorded with the United States Patent and Trademark Office with respect to the Trademarks listed on Schedule B attached thereto on February 2, 2018 at Reel 6264 Frame 0885.

RECITALS

Lender agreed to make certain advances of money and to extend certain financial accommodations to Grantor pursuant to that certain Loan and Security Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented and/ or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor to Lender under the Loan Agreement, hereby grants and pledges to Lender, for the benefit of Lender, a security interest in all of Grantor’s right, title and interest in, to the Intellectual Property of Grantor, including, without limitation, the Intellectual Property listed on Schedule 1 of this Supplement, subject to the terms and conditions of the Intellectual Property Security Agreement and the Loan Agreement. The undersigned Grantor further agrees that this Supplement may be attached to the Intellectual Property Security Agreement, and that the Intellectual Property listed on Schedule 1 of this Supplement shall be and become a part of the Intellectual Property referred to in the Intellectual Property Security Agreement and shall secure all Obligations of Grantor to Lender on the terms and conditions of the Intellectual Property Security Agreement and the Loan Agreement. To the extent applicable, Grantor hereby reaffirms, ratifies, and confirms the granting of Grantor’s security interests and performance obligations under the Intellectual Property Security Agreement. This Supplement shall be deemed to be a Loan Document for all purposes under the Loan Agreement.

[Signatures pages follow]

GRANTOR:

SMARTACTION LLC,
a Delaware limited liability company

By: SmartAction Holdings, Inc., its sole member

By: *Kyle Johnson*
Name: Kyle Johnson
Title: CEO

**Accepted and agreed
as of the date first written above:**

LENDER:

Address of Lender:

2001 Ross Avenue, Suite 1900
Dallas, TX 75201

ORIX GROWTH CAPITAL, LLC

By: 

Name: Jeff Bede

Title: Managing Director

Schedule 1
to
Reaffirmation of and Supplement to Intellectual Property Security Agreement

Supplement to Schedule B (Trademarks)

Trademarks

Description	Registration Number	Serial Number	Registration Date
LIFE LESS HARD	6170084	88184933	10/06/2020